

MARYLAND DEPARTMENT OF GENERAL SERVICES
REAL ESTATE DIVISION
300 W. Preston Street
Room 601
Baltimore MD 21201

1. REQUEST FOR PROPOSALS -

Real Estate SERVICES

4528 Conowingo Rd, Darlington, Harford County, Maryland

Offerors are invited to submit proposals in conformance with the requirements described below.

PART I - PROPOSAL INFORMATION

1.01. Purpose The purpose of this Request for Proposals ("RFP") is to invite Offerors experienced in selling historic real estate to submit proposals to the Department of General Services ("DGS") outlining in detail their ability to provide such services to DGS for the property described below.

DGS is a principal department of the government of the State of Maryland (the "State"), organized pursuant to Title 4 of the State Finance & Procurement Article of the Annotated Code of Maryland. DGS has the statutory responsibility to acquire and dispose of all real property and interests therein for most State agencies. DGS is conducting this sale on behalf of the Maryland Historical Trust (MHT) .

The State, through DGS, desires to offer for sale 13 acres +/- , improved by a three story single family dwelling along with three outbuildings. The Property is located at 4528 Conowingo Rd, Darlington, Harford County, Maryland, and is known as Gray Gables. The Property is also known as the Scriven-Stokes House. The sales contract for the Property shall be in a form substantially similar to the form attached to this RFP. One of the terms of the sale shall be that the buyer of the Property shall provide to the State an historic easement on the property in a form acceptable to the State. The historic easement shall be in the form attached to this RFP.

The Property, an 1880's Queen Anne style frame house has historic significance. It was designed by one of Philadelphia's most prominent architects of the time, Walter Cope. It is listed on the National Register of Historic Places, and is in the Lower Deer Creek Valley Historic District. Improvements include: a three story frame single family dwelling containing approximately 3400 +/- sq. ft.; a two level frame barn of approximately 1428 +/- sq. ft.; a two story garage of approximately 981 +/- sq. ft.; and a small shed.

The Property is subject to a perpetual Historic Easement. Any subdivision is prohibited. There is an endowment of Two Hundred and Seventy-three thousand, nine hundred and sixty-three dollars (\$273,963.00) from which the investment proceeds are to be used for maintenance of the Property.

The real property will be offered at \$450,000, as the listing price.

1.02. Procurement Officer: Nelson Reichart, Assistant Secretary, DGS Real Estate Division
Contact Person: Wendy Scott-Napier, Land Acquisition Specialist
Telephone Number: (410) 767-4088
Facsimile Number: (410) 333-7144
Department of General Services
Real Estate Division
300 W. Preston Street, Rm. 601
Baltimore MD 21201

1.03. Pre-Proposal Property Inspection: A Pre-Proposal Property Inspection shall be held on **Monday, January 22, 2007 at 10:30 a.m.** at the address of the Property. Attendance is not required, but any prospective Offeror planning to attend must notify the Contact Person on or before **Thursday, January 18, 2007.**

Prospective Offerors may also submit written questions. Written questions from prospective Offerors must be received by the Procurement Officer no later than **Friday, January 26, 2007.** Questions received later than that date may be answered if time permits. A list of the questions received at the Pre-Proposal Inspection and the written questions and the answers thereto shall be mailed to (i) prospective Offerors who were sent this RFP, and (ii) prospective Offerors who otherwise obtained this RFP and notified the Procurement Officer in writing that they obtained this RFP.

1.04. Amendment or Cancellation of RFP: If this RFP requires amendment, written notice of the amendment will be given to all prospective Offerors identified in Section 1.03.

RECEIPT OF AMENDMENTS MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE OFFERORS. This RFP may be cancelled in whole or in part, and any proposal may be rejected in whole or in part if the Procurement Officer determines that such action is in the best interest of the State. The Procurement Officer may waive or permit cure of minor irregularities in any Proposal.

1.05. Closing Date: The Procurement Officer must receive at the address in Section 1.02 above an original and two (2) copies of the proposal, in a sealed envelope labeled with the Offeror's name and captioned "Proposal: **DGS Project No. WSN-01-07**, Deliver to: Nelson Reichart" no later than 3:00 P.M. locally prevailing time on **Tuesday, February 6, 2007** (the "Closing Date"). Electronic proposals shall not be accepted. Requests for extensions of this date shall not be granted. Any proposal, request for modification, or request for withdrawal received after 3:00 p.m. on the Closing Date is late and will not be considered. It is recommended that proposals be delivered by hand to the office of the Procurement Officer. Offerors mailing proposals or using overnight courier services should allow sufficient time to take account of internal delivery within the State. See Part V of this RFP for further information regarding the proposal format.

1.06. Minority Business Enterprise Participation Policy: Minority Business Enterprises are encouraged to respond to this RFP.

1.07. Disclosures: Proposals submitted in response to this RFP shall be subject to disclosure pursuant to the provisions of the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. An Offeror must specifically identify those portions of its proposal, if any, which it deems to contain confidential or proprietary information or trade secrets and must provide justification why such materials should not, upon request, be disclosed by the State under the Maryland Public Information Act. In the event of a request for responses to this RFP, the Procurement Officer will determine whether the response or portions of it must be disclosed. If an Offeror fails to identify portions of its proposal as confidential, proprietary or trade secret information, the Procurement Officer will assume that the information can be freely disclosed to the public.

1.08. Incurred Expenses: Neither DGS nor the State shall be responsible for any expenses that an Offeror may incur in preparing and submitting a proposal.

1.09. Offeror's Affidavits: Each Offeror shall complete and submit with the proposal the Bid/Proposal Affidavit attached hereto as Exhibit A. Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this affidavit is included for informational purposes as part of Exhibit B. This Contract Affidavit must not be submitted with an Offeror's Proposal.

1.10. Acceptance of Terms and Conditions: By submitting a proposal in response to this RFP, the Offeror accepts all of the terms and conditions set forth in this RFP, including its attachments. Offerors are urged to read this RFP carefully since it sets forth the terms and conditions of the solicitation and the Contract entered into as a result of the issuance of this RFP.

1.11. Procurement Regulations: This RFP and any contract entered into as a result hereof is subject to the provisions of Division II of the State Finance & Procurement Article. The requirements of the State Finance & Procurement Article and the State procurement regulations, COMAR Title 21, as amended, will be applied to this RFP.

1.12. Ethics Law: The submission of a Proposal, further negotiation under this RFP, or entering into a Contract is subject to the Maryland Public Ethics Law codified at State Government Article of the Maryland Annotated Code, Sections 15-101 et seq. ("Public Ethics Law"). DGS reserves the right not to consider any Proposal if negotiation with an Offeror or the entering into the Contract would give rise to a violation of the Public Ethics Law. Each Offeror is encouraged 1) to identify, at the earliest possible time, the existence of circumstances that may be or might give rise to a violation of the Public Ethics Law and 2) to consult with the Maryland State Ethics Commission. The evaluation process under this RFP and the award of the Contract will not be delayed or rescheduled so that an Offeror may resolve a potential issue arising under the Public Ethics Law.

1.13. Arrearages: By submitting a response to this solicitation, an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of

Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for contract award.

1.14. eMaryland Marketplace Fee: DGS estimates that the commission that the Contractor shall be paid under the Contract (see Section 2.03) will not exceed \$25,000. If the commission exceeds \$25,000, the Contractor will be responsible for remitting an eMaryland Marketplace fee to the State in accordance with the following table. See COMAR 21.02.03.06.

Level
Contract Value

Fee

1	\$25,001 - \$50,000	\$100
2	\$50,001 - \$100,000	\$200
3	\$100,001 - \$200,000	\$500
4	\$200,001 - \$500,000	\$1,000
5	\$500,001 - \$1,000,000	\$2,500
6	\$1,000,001 - \$10,000,000	\$5,000
7	\$10,000,001 - \$25,000,000	\$7,500
8	\$25,000,001 - \$50,000,000	\$10,000
9	\$50,000,001 and over	\$15,000

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace. If applicable, a Contractor shall pay the fee as provided by COMAR 21.02.03.06 and in accordance

with guidelines and schedule issued by the Maryland Department of General Services. These guidelines can be found on the eMaryland Marketplace website at www.eMarylandMarketplace.com.

PART II - CONTRACT INFORMATION AND CONTRACT PROVISIONS

2.01. Parties to the Contract: The Contract, and all exhibits thereto, to be entered into as a result of this RFP (the "Contract") shall be by and between the Offeror as contractor (the "Contractor") and the State of Maryland, by and through the Department of General Services, and shall be substantially in the form attached as Exhibit B. Offerors are urged to read the form of Contract and all attached exhibits carefully.

2.02. Contract Term: The Contract term shall commence upon written notification to the Contractor and shall be for a term of six months, unless otherwise terminated. The State shall have the unilateral right to extend the term of the Contract for 6 one-month terms. Unless terminated earlier, the Contract shall automatically terminate upon completion of the settlement of the real estate, except that any portions of the Contract requiring the Contractor to submit funds to the State shall survive termination. If the State does not enter into a contract for the sale of the Property during the Contract Term or an extension thereof, in no case shall the Contractor be entitled to a commission or other payment with respect to any subsequent sale of the Property.

2.03. Compensation and Method of Payment: NEITHER THE STATE NOR DGS SHALL PAY ANY FEES OR EXPENSES DIRECTLY TO THE CONTRACTOR. The sole source of remuneration to the Contractor shall be in accordance with the Contractor's price proposal and shall be a commission on a sale that settles.

The commission on the Real Property, if sold, will be paid at the time of the real estate settlement. Settlement shall occur within 60 days of the signing of the sales contract. If the Real Property is sold and the buyer fails to settle for any reason, there will be no commission paid on the Real Property sale.

2.04. An Offeror's proposal is irrevocable for a period of 180 days after closing date or the date for submission of best and final offers, if requested.

2.05 Multiple or alternate proposals shall not be accepted.

PART III - OFFERORS' MINIMUM QUALIFICATIONS

3.01. Minimum Requirements: To be considered for this procurement, an Offeror must meet the minimum qualifications set forth in this RFP and demonstrate the same in its proposal. Any proposal failing to do so will not be considered.

3.02. Prior Experience: The Principal(s) of the Offeror must have provided real estate services within the State for at least the most recent five (5) year period. Offeror must demonstrate experience in at least three (3) instances of selling a property that is either on the National Register of Historic Places, a locally designated historic district, or a property encumbered by a historic easement.

3.03. Licensure: The Contractor must be a real estate broker licensed by the Maryland Department of Labor, Licensing and Regulation. The Contractor is expected to have an intimate knowledge of Harford County with regard to its geography, demographics, real estate market, and economic climate, as well as any and all local laws, regulations, rules, rules and customs regarding the sale of real estate.

3.04. Public Ethics Law: An Offeror shall affirm that the negotiation of or entering into the Contract will not give rise to a violation of the Public Ethics Law.

3.05. Good Standing: An Offeror must be in good standing with the State Department of Assessments and Taxation.

PART IV - SCOPE OF SERVICES REQUIRED

The Contractor shall provide the following services to DGS, subject to and upon the request and direction of the Procurement Officer:

4.01. Provide all real estate services, including without limitation marketing, multiple listing, and showing the Property, for the sale of 13 acres +/-, improved by a three story single family dwelling along with three outbuildings. The Property is located at 4528 Conowingo Rd, Darlington, Harford County, Maryland, and is known as Gray Gables. The Property is also known as the Scriven-Stokes House. The sales contract for the Property shall be in a form substantially similar to that attached to this RFP. One of the terms of the sale shall be that the buyer of the Property shall provide to the State an historic easement on the property in a form acceptable to the State. The historic easement shall be in the form attached to this RFP.

The Property, an 1880's Queen Anne style frame house, has historic significance. It was designed by one of Philadelphia's most prominent architects of the time, Walter Cope. It is listed on the National Register of Historic Places, and is in the Lower Deer Creek Valley Historic District. Improvements include: a three story frame single family dwelling containing approximately 3400 +/- sq. ft.; a two level frame barn of approximately 1428 +/- sq. ft.; a two story garage of approximately 981 +/- sq. ft.; and a small shed. The Property is subject to a perpetual Historic Easement. Any subdivision is prohibited. There is an endowment of which the investment proceeds are to be used for maintenance of the Property.

4.02. The contractor will perform all the necessary duties to ensure a prompt sale of the property. The Contractor shall also advertise to its customer database. An Offeror shall include in its technical proposal a description of the method, duration, extent, and where placement of advertising will be located. The impending sale will also be advertised on the DGS and MHT websites at no cost to the Contractor.

4.03. Provide other related services as directed.

PART V - PROPOSAL FORMAT

5.01. Sealed Packages: The Proposal must be delivered to the Procurement Officer in a single sealed package. That sealed package must be labeled with the Offeror's name and state:

Proposal: **DGS Project No. WSN-01-07**

Deliver to: Nelson Reichart, 300 W. Preston Street, Room 601, Baltimore, MD 21201

5.02. Transmittal Letter: A brief transmittal letter addressed to the Procurement Officer and prepared on the Offeror's business stationery must accompany the Proposal. The letter must be signed by one or more individuals authorized to bind the Offeror to matters contained in the Proposal and must include the title or capacity of the signer. The transmittal letter must not be bound into the technical submission.

5.03. Two Part Submission: The Proposal shall consist of (1) a technical submission and (2) a price submission. The initial evaluation of the technical submission will be completed before consideration of the price submission. Therefore, each Proposal must be submitted in two physically separate parts and in separate clearly labeled envelopes: one for the technical submission and another for the price submission, all as indicated below. See also Paragraph 1.05 of this RFP.

5.04. Length and Format: The technical portion of the Proposal may not exceed ten (10) pages, excluding an executed copy of the Bid/Proposal Affidavit and any attachments. An original and two (2) copies of the technical proposal and all attachments must be submitted.

5.05. General: All proposals shall be prepared with a concise description of the Offeror's capabilities to satisfy the requirements of this RFP.

5.06. Technical Submission - Required Information: In addition to a description of the Offeror's capabilities to satisfy the requirements of Parts III and IV of this RFP, the technical submission portion of the proposal shall contain the information described below.

5.06.1. As the initial page, the technical submission shall include the following information:

5.06.1.1. Name of the firm submitting the Proposal,

5.06.1.2. Street address at which the Offeror desires to receive mail regarding the RFP,

5.06.1.3. Street address of the Offeror's principal business address,

5.06.1.4. Name and position of the individual who will represent the Offeror as the primary contact person on matters relating to the Proposal, and, if different, for performance of services under the Contract,

5.06.1.5. Telephone and facsimile numbers and e-mail address of the contact person for matters related to the Proposal. All mailed correspondence to that individual shall be addressed to the address provided in response to item 5.06.1.2. above in this paragraph,

5.06.1.6. Whether the firm is certified in Maryland as a minority business enterprise,

5.06.1.7. Offeror's tax identification number, and

5.06.1.8. A description of any exceptions the Offeror has taken to the requirements of this RFP or any attachment. Exceptions to requirements of this RFP or any attachment may result in the proposal being deemed unacceptable or classified as not reasonably susceptible of being selected for award. If the Offeror takes no exceptions, the initial page shall so state.

5.06.2. The Offeror shall provide at least three (3) references other than the State or any of its agencies for whom the Offeror has provided real estate services in the past five (5) years for similar historic properties. Provide a contact name, address, and telephone number for each reference.

5.06.3. Offeror's Personnel: The Offeror shall identify those individual(s) who will be responsible for performance of the services under the Contract. Give a brief description of each individual's related experience. The Contract is not assignable.

5.06.4. Scope of Services: The Offeror shall describe how it will meet the scope of services in the RFP.

5.06.5. Compliance with Public Ethics Law: Each Proposal must state whether or not the submission of a Proposal, any further negotiation under this RFP, or the entering into the Contract may result in a violation of the Public Ethics Act. Further, each Proposal must identify any employee, officer or member of the Offeror who is an employee or official of DGS, or whose family members (as designated in the Public Ethics Law) are employees or officials of DGS.

The Public Ethics Commission is represented by its own counsel. DGS will not issue advice to an Offeror concerning compliance with the Public Ethics Law.

5.06.6. Insurance: The Offeror shall attach to its proposal proof of General Liability and Errors & Omissions insurance in the amount of \$1,000,000 each, which shall include, but not be limited to, protection against any claim arising from charges of misrepresentation by the Offeror. The State of Maryland shall be named as additional insured on the liability policy. If the Offeror has employees, the Offeror shall also attach to its proposal proof of statutory Workers Compensation insurance.

5.06.7. Other: Any other information that the Offeror considers relevant to a fair evaluation of its experience and capabilities or which is otherwise required under the RFP shall be submitted.

5.08. Price Submission - Required Information: The price submission envelope of the proposal (see Paragraph 5.03) shall contain the information described in Section 6.06.2 below. The price submission shall be submitted on the Price Submission Form attached hereto as Exhibit C. An original and two (2) copies of the Price Submission Form must be submitted.

5.09. Bid/Proposal Affidavit: A completed Bid/Proposal Affidavit, attached hereto as Appendix A, shall be attached to an Offeror's proposal.

5.10 Conflict of Interest Affidavit: A completed Conflict of Interest Affidavit, attached hereto as Appendix _____, shall be attached to an Offerer's proposal.

PART VI - EVALUATION PROCEDURE

6.01. Discretion in Determining Deviations and Compliance: DGS reserves and assigns to the Procurement Officer the right to determine which of the Offerors has met the minimum qualifications of Part III of this RFP. The Procurement Officer shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Procurement Officer may reject unacceptable proposals. In addition, the Procurement Officer may reject in whole or in part any and all proposals, may waive minor irregularities in proposals, may allow an Offeror to correct minor irregularities, and may negotiate with responsible Offerors in any manner deemed necessary to serve the best interests of the State.

6.02. Technical Evaluations: After the Procurement Officer determines which proposals meet the minimum requirements and otherwise qualify for further consideration, the Procurement Officer will conduct a technical evaluation of the qualifying proposals. The Procurement Officer will rate the technical proposals on a Pass/Fail basis.

6.03. Oral Presentations: The Procurement Officer may, at his discretion, require oral presentations. Oral presentations, if conducted, shall be considered to be part of the technical proposal.

6.04. Evaluation: Following completion of the technical evaluation, the Procurement Officer will evaluate the pricing of each proposal that received a "Pass" rating in the technical evaluation, and recommend to DGS either that an award be made or that the further negotiations should be conducted and/or a request for "best and final offers" should be made.

6.05. Competitive Negotiations: If it is determined that further negotiation is in the best interest of the State, the Procurement Officer will advise responsible Offerors how such negotiations will be conducted. Upon completion of any negotiations, and upon receipt of any "best and final offers" submitted as a result of such negotiations, the Procurement Officer, after considering the factors listed in Section 6.06 below, shall recommend to the Secretary of DGS or the Secretary's designee award of the contract to the responsible Offeror whose proposal is deemed to be most advantageous to the State. Offerors whose proposals are not accepted will be so notified in writing.

6.06. Evaluation Considerations: The Procurement Officer will evaluate the proposals on the basis of the following factors, which are listed in order of relative importance.

6.06.1. Percentage of Commission

6.06.2. Experience in real estate field

6.06.3. Experience in marketing historical sites

6.06.4. Proposed marketing strategy

6.06.5. Period of time estimated to be required to successfully market Property

6.06.6. Proximity of office to subject Property

6.06.7. Number of agents available to market this Property.

ATTACHMENTS:

Exhibit A - Proposal Affidavit (Complete and Return with Proposal)

Exhibit B - Form of Contract

 Sample Contract

 Sample Contract Affidavit

Exhibit C - Price Submission Form

EXHIBIT A
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of
(business)_____ and that I possess the legal authority to make this Affidavit
on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)-(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101-14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;

(h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this

Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

EXHIBIT B

CONTRACT FOR REAL ESTATE SERVICES

4528 Conowingo Rd, Darlington, Harford County, Maryland

THIS CONTRACT, made this ____ day of _____, 2006, WITNESSETH:

I. PARTIES TO THE CONTRACT

This contract is between the State of Maryland, by and through its Department of General Services, (hereinafter referred to as "State"), and _____ (hereinafter referred to as the "Contractor"). The Contractor's Federal ID number or Social Security number is _____. Subcontracting or assignment of this Contract, in whole or in part, is prohibited.

The parties do not anticipate that the value of this contract will exceed \$25,000. Contractor acknowledges, however, that if the value of the contract does exceed \$25,000, COMAR 21.02.03.06 requires that the Contractor pay a fee to support the operation of eMaryland Marketplace (eMM) in accordance with the fee schedule. Contractors are typically required to pay the appropriate fee upon contract award. However, because the value of this contract cannot be determined until the sale is complete and settlement on the real property has taken place, the appropriate fee shall be assessed immediately after settlement on the real estate. Contractor agrees to pay the assessed fee in accordance with the schedule set forth in COMAR 21.02.03.06C. Contractor further acknowledges that, to be eligible for award of this Contract, it must be registered on eMaryland Marketplace. Contractor's eMaryland Marketplace registration number is _____.

The Procurement Officer for this Contract is Nelson Reichart, Department of General Services, Real Estate Division, Room 601, 300 W. Preston Street, Baltimore MD 21201, (410) 767-4309.

II. NATURE OF CONTRACT

This contract is for the purchase of real estate services for the sale of real property more fully described in the State's Request for Proposals ("RFP"), which is attached hereto and incorporated by reference.

III. SCOPE OF CONTRACT AND PERFORMANCE REQUIREMENTS

The Contractor agrees to furnish the real estate services as more fully identified and described in the RFP in accordance with the terms of the Contractor's Proposal.

IV. TERM

Contract Term: The Contract term shall commence upon written notification to the Contractor and shall be for a term of six months, unless otherwise terminated. The State shall have the

unilateral right to extend the term of the Contract for 6 one-month terms. Unless terminated earlier, the Contract shall automatically terminate upon completion of the settlement of the real estate, except that any portions of the Contract requiring the Contractor to submit funds to the State shall survive termination. If the State does not enter into a contract for the sale of the Property during the Contract Term or an extension thereof, in no case shall the Contractor be entitled to a commission or other payment with respect to any subsequent sale of the Property.

V. FEES

NEITHER THE STATE NOR DGS SHALL PAY ANY FEES OR EXPENSES DIRECTLY TO THE CONTRACTOR. The sole source of remuneration to the Contractor is through a commission on the Real Property that settles. The estimated revenues to the Contractor are \$25,000 or less. If the commission exceeds \$25,000, the Contractor is responsible for remitting an eMaryland Marketplace fee to the State in accordance with COMAR 21.02.03.06.

Commission on the Real Property, if sold, will be paid at the real estate settlement from the proceeds of the Real Property settlement . If the Real Property is sold and the buyer fails to settle for any reason, there will be no commission paid on the Real Property sale.

The fee paid to the Contractor under this Contract shall be a Commission of _____ [percent] of the final sale price, as determined at settlement.

VI. NOTICES

Notices required by this Contract to be sent to the State shall be sent to the Procurement Officer identified in Section I above.

Notices required by this Contract to be sent to the Contractor shall be sent to:

VII. GENERAL CONTRACT TERMS AND CONDITIONS

A. Incorporation by Reference. Incorporated herein by reference and made a part hereof are: the RFP, the Contract Affidavit, and the Contractor's Proposal. Contractor shall comply with all terms and conditions stated herein and all enumerated addenda.

B. Changes. This Contract may be amended by the Procurement Officer. Amendments may not change significantly the scope of the Contract.

C: Governing Law. The law of Maryland shall govern the interpretation and enforcement of this Contract.

D. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

E. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

F. Nondiscrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

G. Anti-bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners, nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

H. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

I. Severability. The illegality or unenforceability of any provision herein shall not affect the enforceability of this agreement as a whole, and the illegal or unenforceable provision shall be considered severed here from.

IN WITNESS WHEREOF, the parties have executed this contract by causing the same to be signed on the date and year first above written.

ATTEST:

Contractor BY: _____(SEAL)

Department of General Services BY: _____

Approved for form and legal sufficiency
this _____ day of _____, 20____.

Assistant Attorney General
Department of General Services

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (TITLE) and the duly authorized representative of _____ (BUSINESS) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____ BY: _____
(Authorized Representative and Affiant)

EXHIBIT C

PRICE SUBMISSION FORM

On behalf of _____ (Offeror), I hereby submit the following price to conduct a the sale of the real property at 4528 Conowingo Road, Darlington, Maryland, in a mutually agreed upon schedule and method for the State of Maryland, by and through the Department of General Services, in accordance with the terms of the Request for Proposals.

I. Real Property:

Commission Rate: _____

The Commission rate shall be the successful Offeror's sole method of compensation under this Contract.

Date signed: _____

Witness Principal